

May 8, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF TWO CERVICAL CANCER PREVENTION AND EDUCATION
INITIATIVE MARKETING SERVICES AGREEMENT AMENDMENTS WITH
ACENTO ADVERTISING, INC. (COUNTY CONTRACT NO. H213169) AND SAESHE
ADVERTISING, INC. (COUNTY CONTRACT NO. H213170)
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and delegate authority to the Director of Health Services, or his designee, to sign amendment form(s) to amend the cervical cancer prevention and education marketing services agreements with Acento Advertising, Inc. (County Contract No. H213169) and Saeshe Advertising, Inc. (County Contract No. H213170) substantially similar to Exhibit I and II respectively, to extend the term seven months in order to allow for the continuation of marketing messages that will increase awareness among high-risk, indigent, underserved women about the importance of Pap tests in the early detection, prevention, and treatment of cervical cancer, effective June 1, 2003 through December 31, 2003, at a cost of \$10,000 for each agreement, or \$20,000 total, 100% offset by the use of remaining original grant funding and contingent on approval from The California Endowment to redirect funds, at no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to extend the cervical cancer prevention and education marketing services agreements (i.e., marketing services agreements) with Acento Advertising, Inc. (Acento) and Saeshe Advertising, Inc. (Saeshe) to allow for use of a portion of remaining unspent original grant funds to support the continuation of linguistically appropriate and motivating marketing messages that will increase awareness among high-risk, indigent, underserved women about the importance of Pap tests in the early detection, prevention, and treatment of cervical cancer.

County policy and procedures require the timely submission of contracts for Board approval. However, the amendment(s) was not scheduled for placement on the Board's agenda three weeks prior to its effective date because the Department has been awaiting pending approval from The California Endowment to redirect the relevant unspent funds. While this approval has not yet been received from The California Endowment, since the agreements expire on May 31, 2003, the Department is now requesting authority to extend these two agreements contingent on The California Endowment's approval to redirect funds. The contractors will not be requested to provide services until the approval for the redirection of the grant funds is confirmed.

FISCAL IMPACT/FINANCING:

The cost for each of the marketing services agreement amendments with Acento and Saeshe, for the period of June 1, 2003 through December 31, 2003 is \$10,000, or \$20,000 total, 100% offset by the use of remaining unspent original grant funding and contingent on approval from The California Endowment to redirect funds, at no net County cost. Funding is included in the Department of Health Services (DHS or Department) Fiscal Year 2003-04 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Previously, the Department of Health Services (DHS) Office of Women's Health (OWH) under the Cervical Cancer Prevention and Education Initiative, received a \$2.23 million grant through June 30, 2003 from The California Endowment. The purposes of the grant are 1) to conduct a comprehensive, multi-faceted media, outreach and education campaign; 2) increase awareness among high-risk indigent, under served women about the importance of Pap tests in the early detection, prevention and treatment of cervical cancer; and 3) increase access to Pap testing, follow-up and treatment services through the 1-800-793-8090 Office of Women's Health Hotline. Of the \$2.23 million grant, \$176,655 was budgeted for marketing services to serve three marketing service areas (with other portions of the grant set aside, if other marketing areas were later added) to provide linguistically and culturally appropriate advertising and public relation messages related to the grant's purpose.

On June 8, 2001, the OWH released a Request for Proposals (RFP) for Marketing Services; in response, 7 proposals were received from which three marketing services providers were selected.

On December 4, 2001, the Board approved the awarding of marketing services agreements to Acento (for the Latina population), Lagrant Communications (for the African American women's population), and Saeshe (Asian [Cambodian, Chinese, Korean, and Vietnamese] women's population), effective upon Board approval through May 31, 2003, in the amount of \$70,000, \$41,655, and \$65,000 respectively, or at a total net County cost of \$176,655, 100% offset by grant funds from The California Endowment. Later, in November 2002, after appealing the RFP selection process, Krikorian Marketing Group was selected to provide services to the Armenian women's population. Funds of \$16,000 originally set aside to provide services to the Armenian women's population were re-incorporated in the marketing services budget and paid under Purchase Order (PO) to the Krikorian Marketing Group.

On December 3, 2002, having not achieved the goals as originally agreed to under the RFP, the Board approved the termination of the marketing services agreement with Lagrant Communications. The second highest ranking marketing firm proposing to serve African American women under the above

The Honorable Board of Supervisors
May 8, 2003
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described RFP, Voices, Inc., was later recommended by the DHS' OWH to the Board to continue services to the African American women's population using remaining grant funds under a PO.

Exhibits I and II have been approved by County Counsel as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise amendments on the Los Angeles (L.A.) County Online Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will ensure that marketing services continue uninterrupted through December 31, 2003.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gi

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

pm:04/24/03
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SUMMARY OF AGREEMENT

1. Type of Service:

Marketing services program that provides for the marketing of culturally and linguistically appropriate advertising and public relations messages to women on the subject of cervical cancer prevention.

2. Agency Address, Contact Person, and Telephone Number(s):

Acento Advertising, Inc.
2254 South Sepulveda Boulevard
Los Angeles, California 90064
Attention: Mr. Benito Martinez-Creel
President
Telephone/Facsimile (FAX) Number: (310) 943-8311; (310) 943-8310
E-mail Address: bcreel@acento.com

Saeshe Advertising, Inc.
1055 7th Street, Suite 2150
Los Angeles, California 90017
Attention: Mr. Lawrence H. Kwon
President
Telephone/FAX Number: (213) 683-2100; (213) 683-2103
E-mail address: lkwon@saeshe.com

3. Term:

Effective June 1, 2003 through December 31, 2003.

4. Financial Information:

The cost for each of the marketing services agreement amendments with Acento Advertising, Inc. and Saeshe Advertising, Inc., for the period of June 1, 2003 through December 31, 2003 is \$10,000, or \$20,000 total, 100% offset by the use of remaining unspent original grant funding and contingent on approval from The California Endowment to redirect funds, at no net County cost. Funding is included in the Department of Health Services Fiscal Year 2003-04 Proposed Budget.

5. Geographic Area:

Countywide.

6. Accountable for Monitoring and Evaluation:

Ellen Eidem, M.S., Acting Director, Office of Women's Health

7. Approvals:

Executive Office: Fred Leaf, Chief Operating Officer

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy County Counsel

Contract No. H213169-1

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	ACENTO ADVERTISING, INC. (here- after "Contractor")

WHEREAS, reference is made to that certain document entitled
"CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE MARKETING
SERVICES AGREEMENT", dated December 4, 2001, and further
identified as County Agreement No. H213169, and any amendments
thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend the term and to make other hereafter
described changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on June 1, 2003.
2. Paragraph 1, TERM, Subparagraph 1, shall be amended to

read as follows:

"1. TERM: The term of Agreement is hereby extended seven (7) months, and shall continue in full force and effect, through midnight December 31, 2003."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services as required to serve DHS from time to time, in the manner described in Exhibit A-1, Description of Services, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph A, shall be amended to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. During the term of this Agreement, June 1, 2003 through December 31, 2003, the maximum obligation of County for all services provided under this Agreement shall not exceed Ten Thousand Dollars (\$10,000). This sum represents the total maximum obligation of County as shown in Exhibit B-3, attached hereto and incorporated herein by reference."

5. Effective the effective date of this Amendment, Exhibit A-1 (Description of Services) attached hereto, shall replace Exhibit A, Marketing Services, in its entirety and shall be made

part of Agreement.

6. Effective the effective date of this Amendment, a new Exhibit B-3 (Payment Schedule) attached hereto, will be added, and shall be made part of Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Fred Leaf
Chief of Operations

ACENTO ADVERTISING, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

gti:04/29/03
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ACENTO ADVERTISING, INC.

EXHIBIT A-1
(DESCRIPTION OF SERVICES)

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

1. PURPOSE: The purpose of this Agreement is to allow Contractor to assist DHS in its efforts to increase awareness amongst high-risk, indigent, underserved women of color in specific targeted populations (African-American, Armenian, Cambodian, Chinese, Filipino, Korean, Latina, and Vietnamese women) that cervical cancer is preventable with a routine Pap test. To that end, Contractor shall provide public relation services to increase the awareness among high-risk, indigent, underserved women of color in the Latina population about the importance of Pap tests in the early detection and prevention of cervical cancer in order to increase the number of screenings and treatment services.

2. DESCRIPTION OF SERVICES: Over the term of this Agreement, and as set forth in the deliverables timelines contained in Exhibit B-3, Contractor shall provide the following services:

A. Public Relation Plans: Contractor shall recommend linguistically and culturally appropriate editorial opportunities, such as securing health news segments, media interviews, as well as placing event and public service announcements.

B. Community Outreach Recommendations: Contractor

shall recommend existing neighborhood and community events where DHS staff can provide educational information, appointment scheduling, and/or mobile van Pap screenings. Contractor shall also provide alternative outreach activities, such as the distribution of flyers in community gathering places, including, but not limited to, laundromats, hairdressers, swap meets, etc.

C. Quarterly Media Training: Contractor shall participate in quarterly media training for the Community Partners. Contractor shall familiarize the Community Partners with the media, educate them on the value of editorial coverage about the Cervical Cancer Prevention and Education Initiative, and provide them with opportunities to participate in the public relations opportunities that highlight Community Partner participation in the Cervical Cancer Prevention and Education Initiative.

3. DHS RESPONSIBILITIES: DHS, Office of Women's Health staff, shall be responsible for the following:

A. Marketing Manager/PR Manager/Graphic Design Coordinator: DHS shall provide a Marketing/PR/Graphics Coordinator who shall be the primary contact for Contractor on a daily basis for all activities and progress monitoring. The Coordinator shall facilitate meetings between Contractor, the Community Partners and others, as needed.

The Coordinator shall also do the following:

(1) Coordinate approvals and facilitate execution of the Public Relation and Community Outreach Plans;

(2) Facilitate Contractor's participation in meetings;

(3) Monitor the CCPEI's campaign overall budget for educational and marketing materials;

(4) Provide CCPEI educational, marketing, and promotional items;

(5) Review and facilitate the necessary approvals for press releases and serve as the primary contact for the general media.

B. Operations Analysis: DHS staff shall do the following in this area:

(1) Oversee the day-to-day operations of all aspects of the toll-free telephone line;

(2) Coordinate the implementation of all Cervical Cancer Prevention and Education Initiative and outreach activities;

(3) Resolve problems that impact the program's operations.

C. Special Projects Management: DHS staff shall provide event management, including logistical details, set-up and distribution of invitations for policy briefings and roundtables as well as DHS sponsored events.

4. ACCEPTANCE OF PAYMENTS FOR DELIVERABLES: Contractor shall provide the deliverables specified in Exhibit B-3 according to the timelines specified therein. DHS, Office of Women's Health, shall evaluate all deliverables prepared by Contractor and in its sole discretion shall determine if a deliverable has been satisfactorily completed by Contractor. Upon determination that a deliverable has been satisfactorily completed, DHS shall pay Contractor in accordance with the provisions of this Agreement, the amount specified for the deliverable in Exhibit B-3, whichever is applicable.

If DHS determines, in its sole discretion, that any deliverable is unsatisfactory, DHS shall provide Contractor, within ten (10) working days of receipt of the deliverable, with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of DHS's deficiency notification, submit a revised deliverable to remedy the deficiencies, at no additional cost to County. This approval process shall be repeated until DHS deems the deliverables in question satisfactory. Upon approval, DHS shall pay Contractor, in accordance with the provisions of this Agreement, the amount specified for the deliverable in Exhibit B-3, whichever is applicable.

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ACENTO ADVERTISING, INC.

EXHIBIT B-3
(PAYMENT SCHEDULE)

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

June 1, 2003 - December 31, 2003

Fixed Price

JUNE/JULY 2003

- Media analysis/review of CCPEI advertising campaign for FY-2.
- Community Partner's Meeting - attendance and presentation.
- July Public Relations Plans (due June 16, 2003).
- June PR report (due July 15, 2003).
- August Public Relations Plan (due July 15, 2003).
- Community outreach recommendations.

TOTAL: \$2,500

AUGUST 2003

- September Public Relations Plans (due August 15, 2003).
- Community Outreach recommendations.
- July PR report (due August 15, 2003).

TOTAL: \$2,000

SEPTEMBER 2003

- October Public Relations Plans (due September 15, 2003).
- Community Outreach recommendations.
- August PR report (due September 15, 2003).

TOTAL: \$2,000

OCTOBER 2003

- November Public Relations Plans (due October 15, 2003).
- Community Outreach recommendations.
- September PR report (due October 15, 2003).
- Community Partner's Meeting - attendance and presentation.

TOTAL: \$2,000

NOVEMBER/DECEMBER 2003

- October PR report due (due November 15, 2003).
- November PR report due (due December 15, 2003).
- Working Meeting – review scorekeeping.
- Community Outreach recommendations.

TOTAL: \$1,500

FISCAL YEAR 2003 TOTAL: \$10,000

gti:04/29/03
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Contract No. H213170-1

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	SAESHE ADVERTISING, INC. (here- after "Contractor")

WHEREAS, reference is made to that certain document entitled
"CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE MARKETING
SERVICES AGREEMENT", dated December 4, 2001, and further
identified as County Agreement No. H213170, and any amendments
thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend the term and to make other hereafter
described changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on June 1, 2003.
2. Paragraph 1, TERM, Subparagraph 1, shall be amended to

read as follows:

"1. TERM: The term of Agreement is hereby extended seven (7) months, and shall continue in full force and effect, through midnight December 31, 2003."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services as required to serve DHS from time to time, in the manner described in Exhibit A-1, Description of Services, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph A, shall be amended to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. During the term of this Agreement, June 1, 2003 through December 31, 2003, the maximum obligation of County for all services provided under this Agreement shall not exceed Ten Thousand Dollars (\$10,000). This sum represents the total maximum obligation of County as shown in Exhibit B-3, attached hereto and incorporated herein by reference."

5. Effective the effective date of this Amendment, Exhibit A-1 (Description of Services) attached hereto, shall replace Exhibit A, Marketing Services, in its entirety and shall be made

part of Agreement.

6. Effective the effective date of this Amendment, a new Exhibit B-3 (Payment Schedule) attached hereto, will be added, and shall be made part of Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Fred Leaf
Chief of Operations

SAESHE ADVERTISING, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

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SAESHE ADVERTISING, INC.

EXHIBIT A-1
(DESCRIPTION OF SERVICES)

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

1. PURPOSE: The purpose of this Agreement is to allow Contractor to assist DHS in its efforts to increase awareness amongst high-risk, indigent, underserved women of color in specific targeted populations (African-American, Armenian, Cambodian, Chinese, Filipino, Korean, Latina, and Vietnamese women) that cervical cancer is preventable with a routine Pap test. To that end, Contractor shall provide public relation services to increase the awareness among high-risk, indigent, underserved women of color in the Asian population (i.e., Cambodian, Chinese, Korean, and Vietnamese) about the importance of Pap tests in the early detection and prevention of cervical cancer in order to increase the number of screenings and treatment services.

2. DESCRIPTION OF SERVICES: Over the term of this Agreement, and as set forth in the deliverables timelines contained in Exhibit B-3, Contractor shall provide the following services:

A. Public Relation Plans: Contractor shall recommend linguistically and culturally appropriate editorial opportunities, such as securing health news segments, media interviews, as well as placing event and public service announcements.

B. Community Outreach Recommendations: Contractor shall recommend existing neighborhood and community events where DHS staff can provide educational information, appointment scheduling, and/or mobile van Pap screenings. Contractor shall also provide alternative outreach activities, such as the distribution of flyers in community gathering places, including, but not limited to, laundromats, hairdressers, swap meets, etc.

C. Quarterly Media Training: Contractor shall participate in quarterly media training for the Community Partners. Contractor shall familiarize the Community Partners with the media, educate them on the value of editorial coverage about the Cervical Cancer Prevention and Education Initiative, and provide them with opportunities to participate in the public relations opportunities that highlight Community Partner participation in the Cervical Cancer Prevention and Education Initiative.

3. DHS RESPONSIBILITIES: DHS, Office of Women's Health staff, shall be responsible for the following:

A. Marketing Manager/PR Manager/Graphic Design Coordinator: DHS shall provide a Marketing/PR/Graphics Coordinator who shall be the primary contact for Contractor on a daily basis for all activities and progress monitoring. The Coordinator shall facilitate meetings between

Contractor, the Community Partners and others, as needed.

The Coordinator shall also do the following:

- (1) Coordinate approvals and facilitate execution of the Public Relation and Community Outreach Plans;

- (2) Facilitate Contractor's participation in meetings;

- (3) Monitor the CCPEI's campaign overall budget for educational and marketing materials;

- (4) Provide CCPEI educational, marketing, and promotional items;

- (5) Review and facilitate the necessary approvals for press releases and serve as the primary contact for the general media.

B. Operations Analysis: DHS staff shall do the following in this area:

- (1) Oversee the day-to-day operations of all aspects of the toll-free telephone line;

- (2) Coordinate the implementation of all Cervical Cancer Prevention and Education Initiative and outreach activities;

- (3) Resolve problems that impact the program's operations.

C. Special Projects Management: DHS staff shall provide event management, including logistical details, set-up and distribution of invitations for policy briefings and

roundtables as well as DHS sponsored events.

4. ACCEPTANCE OF PAYMENTS FOR DELIVERABLES: Contractor shall provide the deliverables specified in Exhibit B-3 according to the timelines specified therein. DHS, Office of Women's Health, shall evaluate all deliverables prepared by Contractor and in its sole discretion shall determine if a deliverable has been satisfactorily completed by Contractor. Upon determination that a deliverable has been satisfactorily completed, DHS shall pay Contractor in accordance with the provisions of this Agreement, the amount specified for the deliverable in Exhibit B-3, whichever is applicable.

If DHS determines, in its sole discretion, that any deliverable is unsatisfactory, DHS shall provide Contractor, within ten (10) working days of receipt of the deliverable, with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of DHS's deficiency notification, submit a revised deliverable to remedy the deficiencies, at no additional cost to County. This approval process shall be repeated until DHS deems the deliverables in question satisfactory. Upon approval, DHS shall pay Contractor, in accordance with the provisions of this Agreement, the amount specified for the deliverable in Exhibit B-3, whichever is applicable.

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SAESHE ADVERTISING, INC.

EXHIBIT B-3
(PAYMENT SCHEDULE)

CERVICAL CANCER PREVENTION AND EDUCATION INITIATIVE
MARKETING SERVICES AGREEMENT

June 1, 2003 - December 31, 2003

Fixed Price

JUNE/JULY 2003

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- Community outreach recommendations.

TOTAL: \$2,500

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- Community Outreach recommendations
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TOTAL: \$2,000

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- October Public Relations Plans (due September 15, 2003).
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TOTAL: \$2,000

OCTOBER 2003

- November Public Relations Plans (due October 15, 2003).
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- Community Partner's Meeting - attendance and presentation.

TOTAL: \$2,000

NOVEMBER/DECEMBER 2003

- October PR report due (due November 14, 2003).
- November PR report due (due December 15, 2003).
- Working Meeting – review scorekeeping.
- Community Outreach recommendations.

TOTAL: \$1,500

FISCAL YEAR 2003 TOTAL: \$10,000

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